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08 JUL 16 PM 12:53

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY: DEPUTY

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Attorneys for Defendant
PFIZER INC..

IN THE UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

FAXED

JAMES R. HUCK dba HUMAN RESOURCES INTERNATIONAL, Plaintiff, v. PFIZER INC.., A DELAWARE CORPORATION, DOES 1 THROUGH 50, INCLUSIVE, Defendants.	CASE NO. '08 CV 1277 L AJB **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441**

TO: THE CLERK OF THE COURT:

Pursuant to 28 U.S.C. § 1441, defendant PFIZER INC.. ("Pfizer") hereby removes this action, *Huck v. Pfizer Inc.., et al.* (CASE NO. 37-2008-00085741-CU-BC-CTL, Superior Court, County of San Diego, California) to the United States District Court for the Southern District of California, and alleges as follows:

1. On June 20, 2008, plaintiff served this action on Pfizer, and thus, this action is being timely removed. In the complaint, plaintiff asserts causes of action for Breach of Contract, Fraud

KAYE SCHOLER LLP

CR

and Deceit—Intentional Misrepresentation, Fraud and Deceit—Concealment, Fraud and Deceit—Negligent Misrepresentation, Breach of Implied Covenant of Good Faith and Fair Dealing, Unjust Enrichment, Quantum Meruit, Work, Labor and Services Provided, and Unfair Business Practices.

II. JURISDICTIONAL BASIS FOR REMOVAL

2. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because: (1) there is the requisite diversity of citizenship, as plaintiff is not a citizen of the same state as the named defendant; and (2) the amount in controversy exceeds $75,000, exclusive of interest and costs.

A. Diversity of Citizenship

3. Plaintiff filed this action against Pfizer, a Delaware Corporation, and Does 1 through 50, inclusive.

4. As alleged, plaintiff is a citizen and resident of the State of California. *See* Compl. at caption page (Ex. 1). Based on this allegation, Pfizer avers upon information and belief, that plaintiff is, and at the time of filing of this action was, a citizen and resident of the State of California.

5. Defendant Pfizer is, and at the time of filing of this action was, a corporation existing under the laws of the State of Delaware, having its principal place of business in the State of New York.

6. Plaintiff also names fictitious ("Doe") defendants (who have not been substituted with actual defendants). Pursuant to 28 U.S.C. § 1441(a), "the citizenship of defendants sued under fictitious names shall be disregarded" in determining whether there is complete diversity for purposes of removal.

7. The requisite diversity of citizenship is therefore satisfied because plaintiff is not a

citizen of the same state as the named defendant.

B. Amount in Controversy

8. In the complaint, plaintiff alleges that he suffered damages "exceeding $867,653.00" Compl. ¶ 19, page 6, lines 19-20 (Ex. 1).

9. Thus, based on the express allegations of the complaint, the requisite amount in controversy for federal diversity jurisdiction has been satisfied because plaintiff seeks in excess of $75,000, exclusive of interest and costs.

III. PROCEDURAL REQUIREMENTS FOR REMOVAL

10. Plaintiff served this action on defendant on June 20, 2008. Thus, this Notice of Removal is timely under 28 U.S.C. § 1446(b).

11. The United States District Court for the Southern District of California embraces the county in which the state court action was filed, and thus, this Court is a proper venue for this action pursuant to 28 U.S.C. § 84(d).

12. Copies of process and pleadings filed in the State Court are attached to this Notice of Removal as Ex. 1.

13. Defendant Pfizer is filing written notice of this removal with the Clerk of the State Court in which the action was filed pursuant to 28 U.S.C. § 1446(d). Copies of the Notice of Filing Notice of Removal, together with this Notice of Removal, are being served upon plaintiff pursuant to 28 U.S.C. § 1446(d).

14. If any question arises as to the propriety of the removal of this action, Pfizer requests the opportunity to brief any disputed issues and to present oral argument in support of their position that this case is properly removable.

//

KAYE SCHOLER LLP

WHEREFORE, Pfizer respectfully removes this action from the Superior Court of the State of California, County of San Diego, to this Court, pursuant to 28 U.S.C. § 1441.

DATED: July 16, 2008

KAYE SCHOLER LLP

By: ______________________
Aton Arbisser
Attorneys for Defendant
Pfizer Inc..

KAYE SCHOLER LLP

EXHIBIT 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Thomas F. Landers [SBN 207335]
L. Geoffrey Lee [SBN 234024]
Solomon Ward Seidenwurm & Smith, LLP
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TELEPHONE NO.: (619) 231-0303 FAX NO.: (619) 231-4755
ATTORNEY FOR (Name): James R. Huck dba Human Resources International

FOR COURT USE ONLY

FILED
CIVIL BUSINESS OFFICE 16
CENTRAL DIVISION
08 JUN 13 PM 4:19
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San. Diego
STREET ADDRESS: 330 West Broadway
MAILING ADDRESS:
CITY AND ZIP CODE: San Diego, CA 92101
BRANCH NAME: Central

CASE NAME: James R. Huck v. Pfizer, Inc., et al.

CIVIL CASE COVER SHEET

[X] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 37-2008-00085741-CU-BC-CTL

JUDGE:

DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [X] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint (*not specified above*) (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition (*not specified above*) (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought (*check all that apply*): a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action (*specify*): Nine
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: June 13, 2008

Thomas F. Landers
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
SD-CV51

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Attorneys for Plaintiff JAMES R. HUCK dba
HUMAN RESOURCES INTERNATIONAL

FILED
CIVIL BUSINESS OFFICE 15
CENTRAL DIVISION

08 JUN 13 PM 4:19

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CENTRAL DIVISION

JAMES R. HUCK dba HUMAN RESOURCES INTERNATIONAL, Plaintiff, v. PFIZER, INC., a Delaware Corporation, DOES 1 through 50, inclusive, Defendants.	CASE NO. 37-2008-00086741-CU-BC-CTL COMPLAINT FOR: 1. BREACH OF CONTRACT; 2. FRAUD AND DECEIT—INTENTIONAL MISREPRESENTATION; 3. FRAUD AND DECEIT—CONCEALMENT; 4. FRAUD AND DECEIT—NEGLIGENT MISREPRESENTATION; 5. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; 6. UNJUST ENRICHMENT; 7. QUANTUM MERUIT; 8. WORK, LABOR, AND SERVICES PROVIDED; AND 9. UNFAIR BUSINESS PRACTICES

Plaintiff, JAMES R. HUCK dba HUMAN RESOURCES INTERNATIONAL ("Plaintiff"), alleges:

PARTIES AND JURISDICTION

1. Plaintiff James R. Huck is, and at all relevant times was, a citizen of the State of California and a resident of San Diego, California. Plaintiff James R. Huck does business under the fictitious business name Human Resources International ("HRI").

P:00429474.7:87016.002

2. Plaintiff is informed and believes that Defendant Pfizer, Inc. ("Defendant") is, and at all relevant times was, a Corporation organized and existing under the laws of the State of Delaware with its principal place of business in New York, New York. Plaintiff is informed and believes that at all relevant times Defendant Pfizer did business within the State of California and within this judicial district. Plaintiff is further informed and believes that at all relevant times Defendant did business using the names Pfizer Global Pharmaceuticals ("PGP"), Pfizer Pharmaceutical Group ("PPG"), and Worldwide Pharmaceutical Organization ("WPO").

3. Plaintiff is ignorant of the true names or capacities of Defendants sued herein as Does 1 through 50 and therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of these Defendants when they are ascertained. Plaintiff is informed and believes and based herein alleges that such Defendants are liable, along with other named Defendants, for the damages alleged herein.

4. On information and belief, Plaintiff alleges that all times relevant to this Complaint, each of the Defendants named herein (including, without limitation, Does 1 through 50) was an agent, partner, officer, parent, subsidiary, member, fiduciary, co-conspirator or employee of each of the other Defendants, and was acting within the course and scope of said agency, partnership, conspiracy, or employment in doing the things complained of herein.

5. This action is not subject to the provisions of California Civil Code Sections 2981 *et seq.*, or 1801.

6. Venue is proper in this court because: (1) A substantial portion of the acts complained of herein occurred within the geographical boundaries of this Court's jurisdiction;(2) Plaintiff resides, and was injured, within the geographical boundaries of this Court's jurisdiction; and (3) The agreements at issue were negotiated, entered into, and were partially performed within the geographical boundaries of this Court's jurisdiction.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

7. Plaintiff James R. Huck holds a Ph.D. in organizational psychology. Through

HRI, Dr. Huck provides consulting services to various corporate entities in the area of human resources and leadership assessment and development. Dr. Huck is one of the early pioneers in the assessment center methodology and has worked in the field since 1970.

8. In approximately 1972 and in subsequent years thereafter, Dr. Huck created, wrote, and copyrighted an original set of managerial and leadership assessment materials and processes (the "Leadership Lab" and "In Basket"), designed to measure managerial and leadership competencies and skills, and provides a process for managers to improve and track improvements in their leadership development. Because these materials and processes provide a unique system for organizing and evaluating the wide range of managerial and leadership behaviors, these assessment materials and processes are the cornerstone of Dr. Huck and HRI's consulting and coaching practice.

9. In San Diego in 2001, Plaintiff began his contractual relationship with Defendant whereby Plaintiff provided his human resources assessment and development consulting services to Defendants through 2005. These services were called the Leadership Lab Process. Through the Leadership Lab Process, Plaintiff and his staff would administer, evaluate, and consolidate results of 360 degree surveys (Management Practices Survey ©) and other assessment methodologies to Defendants' senior management personnel stationed in various Asian and Asia Pacific countries, Australia, and Middle Eastern countries, all comprising Pfizer's Asia Region. The results or data and interpretation of those evaluative surveys, which were strictly confidential, permitted Plaintiff and his staff to advise, counsel, and coach Defendant and its senior management personnel in the Asia Region on how to develop and enhance their management and leadership skills and efficiency. The Leadership Lab process also includes follow-up coaching, follow-up surveys, make-up programs, and corresponding assessment and consultation services, both on an individual and country-specific team basis. All of these services will collectively be referred to herein as the "Leadership Lab" Process.

10. Under their Contract, Dr. Huck also provided his "In Basket" (copyrighted Am-Pro Inc. under Innoative Management Systems) assessment and consulting services as a

separate selection instrument, behaviorally and objectively measuring 16 managerial and leadership competencies, such as problem analysis, organizing and planning, delegation, initiative, forcefulness, persuasiveness. Assessments on the In Basket allow a company to increase the objectivity, reliability and validity of its selection process.

11. At all relevant times, Plaintiff's principal office and the offices of HRI's staff was located in San Diego, and Plaintiff administered HRI, the Leadership Lab Process and the In Basket through its San Diego Headquarters. All evaluative reports for the Leadership Lab Process, the 360 degree survey, and the In-Basket were prepared in San Diego, California. Further, Dr. Huck negotiated and entered the contractual relationship with Defendant in San Diego and hired additional staff in San Diego to specifically meet Defendant's needs.

12. When Plaintiff began his contractual relationship with Defendant, the compensation terms were that Defendant would pay Plaintiff a retainer of $15,000 per quarter—$60,000 per year—and Defendant would pay an agreed-to sum for each Leadership Lab Process, follow-up costs, plus the costs and expenses Plaintiff incurred in conducting the Leadership Lab Process, including, but not limited to, travel and living expenses. Eventually, Defendant agreed to increase the retainer to $30,000 per quarter or $120,000 per year, plus the fixed price for each Leadership Lab Process conducted for management and leadership development of Defendants' key management personnel, and also a fixed fee for In Baskets when used as a selection tool. The Leadership Lab Process requires re-surveys every two years for which Defendant agreed to continue and to pay. Additionally, Defendant agreed to pay for re-surveys every two years, and make-up Leadership Labs Processes for all employees hired or promoted to a specific senior management level.

13. When Dr. Huck began this contractual relationship with Defendant in 2001, Dr. Huck was to provide or implement the Leadership Lab Process with two Southeast Asian countries, and shortly thereafter a Leadership Lab for all Asia Region Country Managers. Towards the end of 2001, Defendant requested that Dr. Huck implement these ongoing Leadership Lab Programs and Processes for the remaining Asia Region countries, eventually

all 11 Asia Region countries, Asia Region Country Managers, and Asia Region Director level staff and Pacific Countries, which Dr. Huck and his staff did. In addition, at the Defendant's request, the Leadership Lab Process was also cascaded down beyond the senior level for specific groups in several countries. Ultimately, Dr. Huck evaluated, assessed, advised, counseled, and coached over 150 Pfizer key managers on their personal development and leadership effectiveness.

14. As alleged in greater detail below, Defendants induced Plaintiff to provide the Leadership Lab Process and In Basket Assessments exclusively for Defendant, induced Plaintiff to hire additional staff to service Defendants' expanding needs, and induced Plaintiff to terminate his other consulting relationships and not pursue additional consulting relationships so that he could provide his services exclusively to Defendants to meet its demands. Defendant agreed to pay Plaintiff not only for the Leadership Labs and In Basket Assessments, but also for his and his staff's travel, costs of living, and other expenses required to carry out these services. Ultimately, Defendants refused, and continue to refuse, to pay Plaintiff for fees and services he rendered and expenses he and his company incurred.

FIRST CAUSE OF ACTION

(Breach of Contract Against all Defendants)

15. Plaintiff realleges and incorporates Paragraph 1 through 14, above.

16. Plaintiff and Defendant entered into a written contract whereby Defendant agreed to pay Plaintiff $30,000 per quarter—or $120,000 per year—as a retainer for Plaintiff to sustain the Leadership Lab Process with Defendants, plus pay for additional services and costs as alleged below. This Agreement is memorialized in several writings, including without limitation, a June 18, 2003 e-mail between Dudley Schleier, Defendants' then-Asia Regional President and Dr. Huck, an August 3, 2004 letter agreement signed by Alan Taylor, Defendants' then-Asia Regional President, and an October 21, 2004 letter agreement also from Alan Taylor. In addition to the $120,000 per year retainer, Defendant was obligated to pay an agreed sum for each Leadership Lab Process implemented, In Basket Assessments and reports, plus Plaintiff's expenses and costs related to these processes. In the August 3,

2004 letter agreement, Alan Taylor—on behalf of Defendant—obligated Defendant to continue paying Plaintiff his $30,000 per quarter retainer plus agreed service costs for conducting and sustaining the Leadership Lab Processes as well as any follow-up services until such time as the parties executed a new written contact. The parties never executed a new written contract. In the October 21, 2004 letter agreement, Defendant Pfizer through Mr. Taylor confirmed its agreement that Dr. Huck would provide an additional two Leadership Labs and would conduct follow-up 360 degree surveys for all past Leadership Lab participants every two years.

17. Plaintiff has performed all duties, obligations and responsibilities on his part to be performed pursuant to the agreement, except those which have been excused, waived or otherwise released and those obligations which have not yet arisen.

18. In the past four years, Defendant has materially breached the terms of the agreement by failing and refusing, *inter alia*, to: (1) pay Plaintiff's his $30,000 per quarter—$120,000 per year—retainer; (2) pay Plaintiff the agreed service costs for conducting the Leadership Lab Processes and In Basket Assessment; (3) pay Plaintiff's incurred expenses and costs; (4) schedule approved follow-up and make-up programs; and (5) to pay for approved follow-up and make-up programs and their attendant expenses and costs.

19. As a direct and proximate result of Defendant's breaches, Plaintiff has been damaged in an amount to be quantified and proven at or before trial, but exceeding $867,653.00.

20. As a further direct and proximate result of Defendant's breaches, Plaintiff has suffered, and will continue to suffer, consequential damages in an amount to be quantified and proven at or before trial, but exceeding this Court's jurisdictional limit.

SECOND CAUSE OF ACTION

(Fraud and Deceit—Intentional Misrepresentation Against all Defendants)

21. Plaintiff realleges and incorporates Paragraph 1 through 20, above.

22. Beginning in 2001, Defendant's then-Asia Regional President Dudley Schleier hired Dr. Huck to provide his Leadership Lab Process and In Basket Assessment to

Defendant. Since the Leadership Lab programs and processes achieved great success and were widely recognized within Defendant's corporate structure, Mr. Schleier in November 2001 requested Dr. Huck and HRI devote their full resources to working for Defendant Pfizer, and implement the Leadership Lab process throughout the countries and Regional staff in the Pfizer's Asia Region. This meant that Dr. Huck and HRI had to terminate his/their existing consulting relationships with other clients and that Dr. Huck did not pursue any new consulting relationships with clients other than Defendant. On behalf of Defendant, then-Asia Regional President Dudley Schleier contracted with Dr. Huck to provide the Leadership Lab Process and In Basket Assessment to 11 countries located in Asia and Asia Pacific, Australia, and the Middle East, including regular market visits for sustainability, and providing 360 degree follow-up surveys every two years.

23. In 2004, Defendant promoted Dudley Schleier to a more senior position in New York, and Alan Taylor took over as his successor, as Asia Regional President. Acting on behalf of Defendant Pfizer, Mr. Taylor assured Dr. Huck both orally and in writing that Defendant would continue to employ him and HRI exclusively to provide his Leadership Lab Process and In Basket Assessment procedures, plus Leadership Lab make-up processes as required, and 360 degree follow-up surveys every two years consistent with the Leadership Lab and Defendant Pfizer's Talent Management Process. Mr. Taylor's representations on behalf of Defendant are evidenced by, *inter alia*, his August 3, 2004 letter agreement and October 21, 2004 letter agreement. In conjunction with these representations, Alan Taylor assigned Pfizer representatives Paul Thomas—who was the Human Resources Director for the Asia Region—and John Hoeft—who was the Director of Sales Training, Field Force Effectiveness for Asia and Japan to meet with Dr. Huck to discuss the future of the Leadership Lab Process and In Basket Assessment at Pfizer. During a March 24, 2004 meeting, Mr. Hoeft and Mr. Thomas and Mr. Taylor via telephone conferencing into this meeting, on behalf of Defendant Pfizer, represented to Dr. Huck that the Leadership Lab Process, follow-up 360 degree surveys to all past participants every two years, and In Basket Assessment would continue the same course of conduct as it had for the

previous several years, that Pfizer would continue to pay Dr. Huck and HRI to provide his/their Leadership Lab programs and services throughout the Asia Region, that the Leadership Lab process would be expanded and make-up Leadership Labs scheduled as needed, that Pfizer required Dr. Huck and HRI to devote his/their full attention, current resources, and additional HRI resources to administering the Leadership Lab Process and In Basket Assessment procedures to Pfizer's management personnel, and that Pfizer would continue to pay Dr. Huck his retainer, agreed service charges and costs including follow-up 360 degree surveys and make-up programs as required every two years, along with travel and cost-of-living expenses. In a July 2004 conversation, Paul Thomas repeated these representations to Dr. Huck assured him that the Asia Region would continue to utilize the Leadership Lab Process and Pfizer would continue to pay Dr. Huck. During a January 21, 2005 conversation, Paul Thomas, on behalf of Pfizer, again repeated the above representations and assured Dr. Huck that Pfizer would continue to pay him to implement his Leadership Lab Process and In Basket Assessment plus follow-up and make-up surveys and compensate him for attendant costs. Paul Thomas, John Hoeft and Alan Taylor made other representations both oral and written to Dr. Huck along these same lines. All of these representations will be collectively referred to as the "Representations." Plaintiff is informed and believes that Alan Taylor, John Hoeft and Paul Thomas, were authorized by Pfizer to speak on its behalf, specifically to speak with Dr. Huck and to make the Representations, and did so with Pfizer's knowledge and ratification within the course and scope of their responsibilities at Pfizer.

24. In fact, the Representations were false, and Dr. Huck only discovered their falsity within the past three years.

25. As alleged above, Defendants made oral and written Representations of material fact to Dr. Huck during the course of their business relationship.

26. These Representations were false.

27. Defendant Pfizer, through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas, knew the Representations were false when they made them or

knew they were making those Representations recklessly, without knowing whether they were true or false.

28. Defendant Pfizer, through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas, made the Representations with an intent to defraud and deceive Dr. Huck, that is, for the purposes of inducing Dr. Huck to rely on them and to act or to refrain from acting in reliance on those Representations.

29. Dr. Huck is informed and believes that the true facts were: Pfizer, through its authorized representatives, had no intention of continuing Dr. Huck's Leadership Lab Process, make-up Leadership Labs and re-surveys and In Basket Assessment; that Pfizer through its authorized representatives had no intention of compensating Dr. Huck for the agreed-upon Leadership Lab Process and In Basket Assessment both he actually provided and Pfizer requested he provide; and Defendant Pfizer did not require Dr. Huck to devote his full attention and resources to servicing Pfizer's needs to the exclusion of Dr. Huck's existing and potential clients and business opportunities.

30. Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas knew that Dr. Huck did not know and could not reasonably discover the true facts.

31. At all times Defendant Pfizer, through it authorized representatives Alan Taylor, John Hoeft and Paul Thomas, was making the Representations alleged, Dr. Huck was unaware of the falsity of the Representations and believed them to be true.

32. Dr. Huck relied on these Representations and was induced to, and in reliance on, and as a result of the Representations did, expend substantial resources and sums of money, including but not limited to hiring additional staff to service Defendant Pfizer's exclusive needs, provided Defendant Pfizer Leadership Lab Processes and In Basket Assessments, along with make-up and follow-up surveys, incurred extensive travel and accommodation expenses all in a sum exceeding $867,653.00.

33. Dr. Huck reasonably and justifiably relied on Defendant Pfizer's Representations of material fact when he provided his Leadership Lab Processes and In

Basket Assessments, follow-up and make-up surveys, incurred travel and accommodation expenses, hired additional staff, terminated relationships with other existing clients and declined to pursue additional clients at Pfizer's insistence.

34. Had Dr. Huck known the true facts, he would not have continued to provide his Leadership Lab Processes and In Basket Assessments, follow-up and make-up surveys, incurred substantial travel and accommodation expense, hired additional staff, and declined to pursue other clients.

35. As a direct and proximate result of Defendant Pfizer's intentional Representations through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas, Dr. Huck has suffered money damages, and will continue to suffer compensatory, general and special damages, including without limitation, an amount exceeding $867,653.00 subject to proof at trial.

36. Defendant Pfizer's conduct, through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas, was intended to cause injury to Dr. Huck, and was oppressive, fraudulent and malicious conduct as defined in California Civil Code Section 3294, entitling Dr. Huck to exemplary and punitive damages according to proof.

THIRD CAUSE OF ACTION

(Fraud and Deceit—Concealment Against all Defendants)

37. Plaintiff realleges and incorporates Paragraph 1 through 36, above.

38. As alleged above, Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas made oral and written Representations of material fact to Dr. Huck, including but not limited to, the Representations alleged above that Pfizer would continue the Leadership Lab Processes and In Basket Assessments, the follow-up and make-up surveys, and would continue to compensate Dr. Huck for the same and his incurred costs and travel and living expenses.

39. Those Representations were false.

40. Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas knew the Representations were false when it made them, or knew it

was making those Representations recklessly without knowing whether they were true or false.

41. Defendants Pfizer through its authorized representatives made the Representations when the intent to defraud and deceive Dr. Huck, that is, for the purposes of inducing Dr. Huck to rely upon them and to act or to refrain from acting in reliance on those Representations.

42. Dr. Huck is informed and believes that the true facts were: Pfizer, through its authorized representatives, had no intention of continuing Dr. Huck's Leadership Lab Process, make-up Leadership Labs and re-surveys and In Basket Assessment; that Pfizer through its authorized representatives had no intention of compensating Dr. Huck for the agreed-upon Leadership Lab Process and In Basket Assessment both he actually provided and Pfizer requested he provide; and Defendant Pfizer did not require Dr. Huck to devote his full attention and resources to servicing Pfizer's needs to the exclusion of Dr. Huck's existing and potential clients and business opportunities.

43. Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas concealed the true facts from Dr. Huck and instead made the false Representations of facts alleged herein.

44. Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas concealed the true facts with an intent to defraud and deceive Dr. Huck; that is, for the purpose of inducing Dr. Huck to rely upon them and to act or to refrain from acting in reliance on the Representations Defendant Pfizer's authorized representatives Alan Taylor, John Hoeft and Paul Thomas made, which were not consistent with the concealed, true facts.

45. At all times Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas was making the Representations alleged, Dr. Huck was unaware of the concealed, true facts.

46. Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas knew that Dr. Huck did not know and could not reasonably

discover the concealed, true facts. Indeed, Dr. Huck only discovered the falsity of Defendant Pfizer's false Representations and the concealed, true facts within the past three years.

47. Because of Defendant Pfizer's possession of material facts which only it, through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas, knew and which they knew that Dr. Huck did not know, and because of Defendant Pfizer's knowledge that these facts were material to Dr. Huck, Defendant Pfizer had a duty to disclose these facts to Dr. Huck in light of their ongoing business relationship.

48. In engaging in the conduct alleged, Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas further suppressed facts that it was bound to disclose while providing other "facts" to Dr. Huck that were likely to mislead Dr. Huck in light of the suppressed facts.

49. Defendant Pfizer owed Dr. Huck a duty of full disclosure, honesty, and candor, as well as the duty to exercise reasonable care and to make a reasonable and diligent investigation of the Representations its authorized representatives made to Dr. Huck.

50. Dr. Huck relied upon Defendant Pfizer's version of the "facts" which concealed the true facts and instead consisted of false representations of material fact. Dr. Huck was induced to, and in reliance thereon, expended substantial resources and sums of money including without limitation, hiring additional staff to service Defendant Pfizer's exclusive needs, provided Defendant Pfizer Leadership Lab Processes and In Basket Assessments, along with make-up and follow-up surveys, incurred extensive travel and accommodation expenses all in a sum exceeding $867,653.00.

51. Had Dr. Huck known the true facts, he would not have continued to provide his Leadership Lab Processes and In Basket Assessments, follow-up and make-up surveys, incurred substantial travel and accommodation expense, hired additional staff, and declined to pursue other clients.

52. As a direct and proximate result of Defendant Pfizer's concealment of the true facts, through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas,

Dr. Huck has suffered, and will continue to suffer compensatory, general and special damages including without limitation, an amount exceeding $867,653.00 subject to proof at trial.

53. Defendant Pfizer's conduct, through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas, was intended to cause injury to Dr. Huck, and was oppressive, fraudulent and malicious conduct as defined in California Civil Code Section 3294, entitling Dr. Huck to exemplary and punitive damages according to proof.

FOURTH CAUSE OF ACTION

(Fraud and Deceit—Negligent Misrepresentation Against all Defendants)

54. Plaintiff realleges and incorporates Paragraph 1 through 53, above.

55. Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas made the Representations to Dr. Huck about existing material facts, set forth above.

56. Those Representations were false, but Dr. Huck only discovered their falsity within the past three years.

57. In making the Representations and omitting to stating material facts, Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas acted negligently in that it made those Representations without a reasonable ground for believing them to be true, and did not exercise due care in investigating to determine the existence of the material facts admitted.

58. In engaging the conduct alleged, Defendant Pfizer through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas made the Representations and statements of material fact and omitted to state material facts necessary to make statements that they made, in light of the circumstances in which they were made, not misleading, and necessary to be stated in an order that Dr. Huck would be informed of all material facts necessary for him to make an informed decision as to whether to continue providing Defendant Pfizer his Leadership Lab Process and In Basket Assessment, follow-up and make-up surveys, incurring costs including travel and living expenses, hiring additional staff, and

foregoing other clients. Pfizer, through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas made such Representations and statements with the intent to induce Dr. Huck to rely on them.

59. At the time of the Representations, statements, and omissions, Dr. Huck was unaware of the falsity and misleading nature of those representations and statements, and unaware that there had been omissions of material fact. Dr. Huck justifiably relied on those representations and statements, justifiably believed that there were no omissions of material facts, and reasonably and justifiably relied thereon. As a result, Dr. Huck was induced to, and in reliance thereon, expended substantial resources and sums of money including without limitation, hiring additional staff to service Defendant Pfizer's exclusive needs, provided Defendant Pfizer Leadership Lab Processes and In Basket Assessments, along with make-up and follow-up surveys, incurred extensive travel and accommodation expenses all in a sum exceeding $867,653.00.

60. As a direct and proximate result of Defendant Pfizer's misrepresentations and omissions alleged, Dr. Huck has suffered money damages and will continue to suffer compensatory, general and special damages, including without limitation, an amount exceeding $867,653.00 subject to proof at trial.

FIFTH CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith and Fair Dealing Against all Defendants)

61. Plaintiff realleges and incorporates Paragraph 1 through 60, above.

62. Every contract includes an implied covenant of good faith and fair dealing. Defendant Pfizer, through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas, breached the implied covenant of good faith and fair dealing by, *inter alia*, refusing to respond to Dr. Huck's proposals regarding the Leadership Lab Process and In Basket Assessment, refusing to participate in the necessary surveys involved in the Leadership Lab Process and In Basket Assessment, refusing to schedule approved Leadership Lab Processes and In Basket Assessments, delaying in responding to Dr. Huck's attempt to schedule approved Leadership Lab Processes and In Basket Assessments, failing to communicate with

Dr. Huck, and generally sabotaging Dr. Huck's efforts to implement the Leadership Lab Processes and In Basket Assessment thereby frustrating the purpose of Dr. Huck's contract with Defendant Pfizer.

63. As a direct and proximate result of Defendant Pfizer's actions through its authorized representatives Alan Taylor, John Hoeft and Paul Thomas, Dr. Huck has been damaged in an amount to be quantified at or before trial but exceeding $867,653.00

SIXTH CAUSE OF ACTION

(Unjust Enrichment Against All Defendants)

64. Plaintiff realleges and incorporates by reference paragraphs 1 through 63, above.

65. Defendants enjoyed the benefits of Plaintiff's Leadership Lab Processes and In Basket Assessment without paying for those services and the attendant costs and expenses.

66. Plaintiff conferred benefits on Defendants when he provided the Leadership Labs, and Plaintiff did not intend to confer such benefits gratuitously.

67. Plaintiff has been damaged in the amount of the unpaid balance of $867,653.00.

68. Plaintiff has been damaged in the principal sum $867,653.00 for Defendant's failure to pay the balance due for Plaintiff's consulting services, including the Leadership Labs, in a timely manner, plus interest at the highest rate allowed by law.

SEVENTH CAUSE OF ACTION

(Quantum Meruit—Against All Defendants)

69. Plaintiff realleges and incorporates herein paragraphs 1 through 68, above.

70. Within the past four years, Plaintiff performed various consulting services, including the Leadership Labs, at the specific written and oral request of Defendants and DOES 1 through 50, and Defendants knew that these services were being provided by Plaintiff and promised to pay their reasonable value plus the attendant costs and expenses. Defendants accepted, used, and enjoyed the services provided by Plaintiff. Defendants thereby agreed to pay for the reasonable value of consulting services provided by Plaintiff.

71. Plaintiff has demanded payment from Defendants for the reasonable value of the consulting services, including the Leadership Labs and the attendant costs and expenses, provided by Plaintiff and his staff. Defendants have refused, and continue to refuse, Plaintiff's demand for payment.

72. The fair and reasonable value of the consulting services, including the Leadership Labs, provided by Plaintiff, together with costs, expenses and interest exceeds $867,653.00 and will be proven at or before trial.

73. As a direct and proximate result of Defendants refusal to pay, Plaintiff has been damaged in an amount exceeding $867,653.00, together with interest at the maximum allowable rate.

EIGHTH CAUSE OF ACTION

(Work, Labor, and Services Provided—Against All Defendants)

74. Plaintiff realleges and incorporates Paragraph 1 through 73, above.

75. Within the last four years, Defendants became indebted to Plaintiff in the agreed sum of $867,653.00 for work, labor, and services performed by Plaintiff for Defendants and at the special request of Defendants.

76. Plaintiff has demanded that Defendants pay for the work, labor and services Plaintiff provided, but Defendants refused, and continue to refuse.

As a direct and proximate result of Defendants refusal to pay, Plaintiff has been damaged in an amount exceeding $867,653.00, together with interest at the maximum allowable rate.

NINTH CAUSE OF ACTION

(Unfair Business Practices—Against all Defendants)

77. Plaintiff realleges and incorporates by reference paragraphs 1 through 76, above.

78. By its conduct, Defendant has engaged in unfair business practices in violation of California Business & Professions Code Section 17200 *et seq.*

79. Defendant's conduct proximately injured Plaintiff in an amount that is not presently known but which will exceed $867,653.00, according to proof.

80. As a direct and proximate result of Defendant's violation of California Business & Professions Code Section 17200 *et seq.*, Plaintiff is entitled to restitutionary damages according to proof, but at least in an amount that exceeds $867,653.00.

PRAYER

Wherefore, Plaintiff prays for judgment against Defendants, and each of them, as follows:

ON THE FIRST AND FIFTH CAUSES OF ACTION AGAINST ALL DEFENDANTS

1. For general, special and consequential damages in an amount not less than $867,653.00, plus interest, according to proof;

ON THE SECOND, THIRD, AND FOURTH CAUSES OF ACTION AGAINST ALL DEFENDANTS

1. For the principal sum in an amount to be established at trial, but estimated at this time to be in excess of $867,653.00;

2. For punitive and exemplary damages according to proof;

ON THE SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

1. For the principal sum in an amount to be established at trial, but estimated at this time to be in excess of $867,653.00.

ON THE SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

1. For compensation for the reasonable value of services performed in an amount not less than $867,653.00 subject to proof at trial.

ON THE EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

1. For the principal sum in an amount to be established at trial, but estimated at this time to be in excess of $676,653.00;

ON THE NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

1. For restitutionary damages in an amount to be proven, but exceeding $867,653.00.

ON ALL CAUSES OF ACTION AGAINST ALL DEFENDANTS

1. For attorneys' fees and costs pursuant to contract and/or statute;

2. Interest thereon at the maximum rate allowed by law;

3. For costs of suit incurred herein;

4. For such other and further relief as the Court deems just and proper.

DATED: June 13, 2008

SOLOMON WARD SEIDENWURM & SMITH, LLP

By: ______________________

THOMAS F. LANDERS
E. GEOFFREY LEE
Attorneys for Plaintiff JAMES R. HUCK dba
HUMAN RESOURCES INTERNATIONAL

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2008-00085741-CU-BC-CTL CASE TITLE: Huck vs. Pfizer, Inc

NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.5, Division II and CRC Rule 201.9.

ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial

ADR OPTIONS

1) CIVIL MEDIATION PROGRAM: The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participant in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non- binding process in which a trained mediator 1) facilitates communication between disputants; and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute – the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

Assignment to Mediation, Cost and Timelines: Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: $150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

2) JUDICIAL ARBITRATION: Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Assignment to Arbitration, Cost and Timelines: Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under $50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court

3) SETTLEMENT CONFERENCES: The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

4) OTHER VOLUNTARY ADR: Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (619) 238-2400.

ADDITIONAL ADR INFORMATION: For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (619) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (619) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

6/20/08 1:_7pm

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)

FILED CIVIL BUSINESS OFFICE CENTRAL DIVISION

08 JUN 13 PM 4:20

CLERK-SUPERIOR COURT SAN DIEGO COUNTY, CA.

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
PFIZER, INC., a Delaware Corporation, and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
JAMES R. HUCK dba HUMAN RESOURCES INTERNATIONAL

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

CASE NUMBER: (Número del Caso): 37-2008-00085741-CU-BC-CTL

The name and address of the court is:
(El nombre y dirección de la corte es):
San Diego Superior Court
330 West Broadway

San Diego, CA 92101
Central

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Thomas F. Landers (SBN 207335), L. Geoffrey Lee (234024) (619) 231-4755
Solomon Ward Seidenwurm & Smith, LLP
401 B Street, Suite 1200
San Diego, CA 92101

DATE: *(Fecha)* JUN 13 2008

Clerk, by *(Secretario)* S. LITTLE, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☐ on behalf of *(specify)*:

   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

Page 1 of 1

FILED
CIVIL BUSINESS OFFICE 5
CENTRAL DIVISION

2008 JUL 15 P 1:10

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

KAYE SCHOLER LLP
Aton Arbisser, Bar Number 150496
Jonathan M. Rotter, Bar Number 234137
1999 Avenue of the Stars, Suite 1700
Los Angeles, California 90067
Telephone: (310) 788-1000
Facsimile: (310) 788-1200
Email: jrotter@kayescholer.com

Attorneys for Defendant
PFIZER INC.

KAYE SCHOLER COPY

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

FAX

JAMES R. HUCK dba HUMAN RESOURCES INTERNATIONAL,

Plaintiff,

v.

PFIZER INC., A Delaware Corporation, DOES 1 through 50, inclusive,

Defendants.

CASE NO. 37-2008-00085741-CU-BC-CTL

ANSWER

Defendant Pfizer Inc. ("Defendant") hereby answers the complaint ("Complaint") filed by Plaintiff James R. Huck, dba Human Resources International ("Plaintiff") as follows:

GENERAL DENIAL

Pursuant to California Code of Civil Procedure section 431.30, Defendant generally denies each and every allegation in the Complaint. Defendant further denies that Plaintiff was damaged in any amount by reason of any act or omission on the part of, or attributable to, Defendant.

AFFIRMATIVE DEFENSES

By alleging the matters set forth below, Defendant does not allege or admit that it has the burden of proof and/or the burden of persuasion with respect to any of these matters.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

The Complaint and each of its purported causes of action fail to state facts sufficient to constitute a cause of action.

SECOND AFFIRMATIVE DEFENSE

(Performance)

Defendant fully performed all of its obligations under the alleged contract at issue.

THIRD AFFIRMATIVE DEFENSE

(Waiver and Estoppel)

The Complaint and each of its purported causes of action are barred by the doctrines of Waiver and Estoppel.

FOURTH AFFIRMATIVE DEFENSE

(Breach)

Any alleged failure of Defendant to perform under the alleged agreement is excused by virtue of the prior breach of contract and failure to perform by the other party.

FIFTH AFFIRMATIVE DEFENSE

(Termination)

The Complaint and each of its purported causes of action are barred because Plaintiff terminated the alleged contract.

SIXTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

Plaintiff's claim for damages is barred or reduced by virtue of Plaintiff's failure to mitigate damages.

SEVENTH AFFIRMATIVE DEFENSE

(Set Off)

Plaintiff's claims are barred, or reduced proportionally, by the sum of money owed by Plaintiff.

EIGHTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

The Complaint and each of its purported causes of action are barred because Plaintiff's claims are made outside of the applicable statute of limitations.

NINTH AFFIRMATIVE DEFENSE

(Accord and Satisfaction)

The Complaint and each of its purported causes of action are barred under the judicial doctrine of accord and satisfaction.

TENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

The Complaint and each of its purported causes of action are barred under the judicial doctrine of unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE

(Laches)

The Complaint and each of its purported causes of action are barred under the judicial doctrine of laches.

KAYE SCHOLER LLP

TWEVLTH AFFIRMATIVE DEFENSE

(Lack of Formation)

The Complaint and each of its purported causes of action are barred because no contract was ever formed.

PRAYER FOR RELIEF

WHEREFORE, Defendant prays for the following relief:

1. That Plaintiff's Complaint be dismissed with prejudice;

2. That Defendant be awarded its costs of suit incurred herein, including its attorneys' fees pursuant to any applicable rule, common law, or statute;

3. For such other and further relief as the Court deems just and proper.

DATED: July 15, 2008

KAYE SCHOLER LLP

By: [signature]
Aton Arbisser
Attorneys for Defendant
Pfizer Inc.

KAYE SCHOLER LLP

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1999 Avenue of the Stars, Suite 1700, Los Angeles, California 90067.

On July 15, 2008, I served the documents described as: ANSWER on the interested parties in this action by placing a true copy thereof in a sealed envelope addressed as follows:

Thomas F. Landers, SBN 207335
L. Geoffrey Lee, SBN 234024
Solomon Ward Seidenwurm & Smith, LLP
401 B treet, Suite 1200
San Diego, California 92101
Telephone: (619) 231-0303
Telecopy: (619) 231-4755
E-mail: tlanders@swsslaw.com
E-mail: glee@swsslaw.com

___ by **ELECTRONIC SERVICE SEE ATTACHED SERVICE LIST**

___ by **TELECOPY TO: SEE ATTACHED SERVICE LIST**

X by **U.S. MAIL** (I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.)

___ by **FEDERAL EXPRESS** (by causing such envelope to be delivered to the office of the addressee by overnight delivery via Federal Express or by other similar overnight delivery service.

___ by **PERSONAL SERVICE**
___ by personally delivering such envelope to the addressee.
___ by causing such envelope to be delivered by messenger to the office of the addressee.

___ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

X (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on July 15, 2008, at Los Angeles, California.

Vickie J. Huntley

UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

# 153078 - MB

July 16, 2008
12:55:49

Civ Fil Non-Pris
USAO #.: 08CV1277 CIVIL FILING
Judge..: M. JAMES LORENZ
Amount.: $350.00 CK
Check#.: BC70271

Total-> $350.00

FROM: JAMES R HUCK DBA HUMAN
RESOURCES INTL VS PFIZER, ET A

ORIGINAL

FAXED

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

FILED

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

08 JUL 16 PM 12:52

CLERK, U.S. DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

DEPUTY

I. (a) PLAINTIFFS
JAMES R. HUCK dba HUMAN RESOURCES INTERNATIONAL

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
SOLOMON WARD SEIDENWURM & SMITH, LLP
401 B Street, Suite 1200

DEFENDANTS
PFIZER INC, a Delaware Corporation, DOES 1 through 50, inclusive

County of Residence of First Listed Defendant NY, NY
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

'08 CV 1277 L AJB

Attorneys (If Known)
KAYE SCHOLER LLP
1999 Avenue of the Stars, Suite 1700

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated or Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainee
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900 Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1332, Section 1441.
Brief description of cause: Defendant is removing, on the basis of diversity jurisdiction, plaintiff's complaint alleging breach of contract and related causes of action

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND $
CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE ______ DOCKET NUMBER ______

DATE July 16, 2008
SIGNATURE OF ATTORNEY OF RECORD [signature]

FOR OFFICE USE ONLY

RECEIPT # 153078 AMOUNT $350.00 APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______

TB 07/16/08

JS 44 Reverse (Rev. 12/07)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. **(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.